

U.S. Department of Justice
Washington, DC 20530Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant RUDER FINN 301 E 57 STREET NEW YORK, NY 10022		2. Registration No. 1481						
3. Name of foreign principal STEDELIJK MUSEUM AMSTERDAM	4. Principal address of foreign principal P.O. BOX 75082 1070 AB AMSTERDAM NETHERLANDS							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (specify) <u>FOUNDATION</u></td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify) <u>FOUNDATION</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify) <u>FOUNDATION</u>							
<input type="checkbox"/> Individual-State nationality								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant.								
b) Name and title of official with whom registrant deals.								
7. If the foreign principal is a foreign political party, state:								
a) Principal address.								
b) Name and title of official with whom registrant deals.								
c) Principal aim.								

Formerly OBD-67

Form CRM-157
JUNE 1998

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

ART MUSEUM

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

SUBSIDIZED BY THE MUNICIPALITY OF AMSTERDAM

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

SUBSIDIZED BY THE MUNICIPALITY OF AMSTERDAM. THE MUNICIPALITY OWNS THE BUILDING AND THE ART COLLECTION AND PROVIDES FUNDS TOWARD THE OPERATION AND ACTIVITIES OF THE MUSEUM.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

THE MUSEUM IS CONTROLLED BY A FOUNDATION, WHICH IS DIRECTED BY A BOARD OF SUPERVISORS.

Date of Exhibit A

4-23-12

Name and Title

Philippe Polak
President

Signature

Philippe Polak

U.S. Department of Justice
Washington, DC 20530Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant RUDER FINN 301 E. 57 STREET NEW YORK, NY 10022	2. Registration No. 1481
3. Name of Foreign Principal STEDELIJK MUSEUM AMSTERDAM	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

ARTS & COMMUNICATIONS COUNSELORS, PART OF THE RUDER FINN GROUP, PROVIDES STRATEGIC COUNSEL TO THE STEDELIJK AND PERFORMS SERVICES RELATING TO PUBLICITY EFFORTS (E.G., WRITING PRESS RELEASES, ORGANIZING MEDIA BRIEFINGS ETC.).

Formerly OBD-65


Form CRM-155
JUNE 1998

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

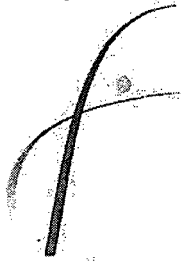
ADVISING ON AN INTERNATIONAL PUBLICITY CAMPAIGN
SURROUNDING THE OPENING IN SEPTEMBER 2012 OF
THE EXPANDED AND RENOVATED MUSEUM. PRINCIPAL
ACTIVITIES ARE DEVELOPMENT OF A STRATEGIC
COMMUNICATIONS PLAN AND IMPLEMENTATION OF
MEDIA OUTREACH TO ARTS AND CULTURE
JOURNALISTS IN THE U.S.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
4-23-12	Philippe Polidori President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



R U D E R F I N N

CONTRACT

1. The Stedelijk Museum (Stedelijk) has retained Ruder Finn Arts & Communications Counselors (RF A&CC) as its public relation counsel from October 1, 2011 through May 31, 2012 and from August 1 through September 30, 2012.

2. As compensation for its services, RF A&CC will be paid the following fees:

- \$10,000 for October 2011
- \$5,000 for November 2011
- \$5,000 for December 2011
- \$10,000 for January 2012
- \$7,500 for February 2012
- \$7,500 for March 2012
- \$7,500 for April 2012
- \$7,500 for May 2012
- HIATUS June-July 2012
- \$7,500 for August 2012
- \$7,500 for September 2012

Billing of the fee will be on the first day of each month and payment will be due 30 days following receipt of invoice. Payment of the October and November 2011 monthly fees is due immediately upon signing of this contract.

RF A&CC's monthly fees will cover (see attached proposal/Addendum 1):

- Developing a strategic and comprehensive communications plan for the international campaign leading up to the September grand re-opening of the Stedelijk and continuing through the Mike Kelley retrospective and the opening year. The plan would include sections on major messages, objectives, challenges, target audiences, media outreach and initiatives, opening events, travel and tourism, online initiatives, etc.
- Serving as strategic counsel for your implementation of the strategic plan and advising on international media events and outreach, as needed.
- Developing and supplementing international press lists as needed.
- Revising, editing or initiating as appropriate written press materials for the campaign, including, a question-and-answer document for internal use.
- Developing a plan for crisis management communications, as needed.

As stated in our proposal, our dedicated team for the Stedelijk would include (though not necessarily be limited to) Executive Vice Presidents Jennifer Essen and Stuart Klawans and Vice President / Strategy Natasha Le Bel, under my direct supervision as President.

Services rendered by any office, subsidiary or affiliate other than RF A&CC will require a separate budget agreement. These may include services from other Ruder Finn departments such as Tourism, Video Services, Interactive, international affiliates, etc. The cost of such services will be billed as a separate subsidiary invoice.

3. Out-of-pocket disbursements for, on behalf of, or for the benefit of the Stedelijk by RF A&CC will be billed at the end of each month. Expenses will include telephone, copying, postage, research, local transportation, business and media lunches, courier, etc. We may bill you in advance for major out-of-pocket expenses. We will closely monitor all out-of-pocket expenses. RF A&CC will obtain prior written approval from the Stedelijk for any expense more than \$100.

The Stedelijk agrees to deposit with RF A&CC \$1,000 to be used as a revolving credit against which out-of-pocket disbursements may be paid. The Stedelijk agrees to reimburse this fund each month in the amount of such out-of-pocket charges. RF A&CC agrees to refund promptly any unused balance remaining therein at the completion of this agreement or extension thereof.

Air travel for RF A&CC will be business class for all trips exceeding five hours.

Expenses for special events or initiatives will be billed separately and as incurred. RF A&CC will provide the Stedelijk with an advance written estimated budget for such. RF A&CC requires a 50% deposit against estimated expenses prior to incurring any costs.

4. In the event the Stedelijk questions the validity of a charge, payment for only that portion under question may be delayed without a finance charge, provided the Stedelijk expresses its objection in writing within twenty (20) days of the date of the invoice.

RF A&CC will maintain accurate records of all out-of-pocket expenditures made on behalf of the Stedelijk. RF A&CC will be prepared to supply reasonable supporting detail required by the Stedelijk, with the exception of any item under \$50.00 including, but not limited to, postage, local transportation, photocopy, telephone and messenger service.

5. A finance charge of 1.5% per month will be assessed on outstanding balances over 60 days.

If the past due amounts owed to RF A&CC should ever exceed \$10,000 for over 60 days, RF A&CC will have the option to cease all work on the account upon one day's written notice sent by overnight mail at any time on or after the 90th day until the account is current.

6. The Stedelijk agrees that RF A&CC has no control over information once it has been issued to the media or another third party. Nor can RF A&CC assure the use of any material by any medium, or accuracy of what any third party publishes. It is understood and agreed that RF A&CC does not stipulate or guarantee specific overall results or returns from public relations, publicity, research, or any other activity performed by RF A&CC.

RF A&CC shall take reasonable care to safeguard any of your property entrusted to its custody or control. However, RF A&CC shall not be held responsible for any loss, damage, destruction or unauthorized use of such property unless caused by RF A&CC's negligence or willful misconduct.

Each party shall indemnify and hold harmless the other party and its corporate affiliates and their officers, directors, employees, subcontractors and agents from and against all obligations of any nature whatsoever, including all reasonable attorney's fees, resulting from a party's willful misconduct or negligent act or omission or failure to perform in accordance with any of the terms or conditions of this agreement; provided, however, that the party to be indemnified hereunder notifies the other party promptly of any such claim and such claim is not attributed to any negligent act or omission by the indemnified party, its corporate affiliates or any of their officers, directors, employees or agents. This indemnification shall survive the termination of this agreement.

7. The Stedelijk acknowledges that it has read this agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

This agreement can be canceled by either party on 60 days advance notice in writing. During said 60 day notice period, we will, on your request, continue to provide our services.

This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the choice of law principles thereof. Any suit, action or other proceeding relating to this agreement shall be brought in the Courts of Record of the State of New York or in the United States District Court for the Southern District of New York.

Accepted by: _____
Patrick van Mil, Business Director
Stedelijk Museum

Date: _____

Accepted by: _____
Philippa Polskin, President
Ruder Finn Arts & Communications Counselors

Date: _____



R U D E R • F I N N

'Addendum 1'

September 16, 2011

Mr. Patrick van Mil
Business Director
Stedelijk Museum Amsterdam
P.O. Box 75082
1070 AB Amsterdam
p.vanmil@stedelijk.nl

cc: Ms. Ann Goldstein
Director
a.goldstein@stedelijk.nl

Dear Patrick,

Thank you again for inviting Ruder Finn Arts & Communications Counselors (RF A&CC) to submit a revised proposal for services to the Stedelijk Museum. My colleagues and I are delighted that you and Ann would like to proceed with us. Please accept our apologies for the delay in replying. Because we were involved with the dedication of the National September 11 Memorial at the World Trade Center site, our work schedule in late August and early September was exceptionally crowded.

We understand from your letter that you would want us to provide services similar to those in our proposal of February 2, 2011, but of a more limited scope. In particular, we would:

- Develop a strategic communications plan for the international campaign in close collaboration with your team, including your new manager of marketing and communications Emilie Dierkens Schultevaer (who begins on November 1) and your press officer Marie-José Raven. This plan would be organized around the target dates of late January 2012 (end of construction); late March or early April 2012 (a preview week for stakeholders and press); early June 2012 (the grand re-opening); and November or December 2012 (the opening of the Mike Kelley retrospective). The plan would extend to June 2013 and the completion of the first full year in the new Stedelijk.

- Serve as strategic counsel for your implementation of the strategic plan. We understand our services would be similar to those we provided for the opening of the Hermitage Amsterdam. We would not conduct media outreach on your behalf, and we would not have any hands-on involvement in developing and managing events (such as media briefings in Amsterdam or other cities in Europe and the U.S., press tours, press previews, opening ceremonies, etc.). We would regularly advise your staff on these matters and serve as a resource and advisor to other agencies that may be retained by the Stedelijk for the international campaign. We would also take an active role in revising, editing or initiating (as appropriate) the written press materials for the campaign; revising, editing or initiating (as appropriate) a question-and-answer document for internal use; and developing a plan for crisis management communications.

To begin working on the strategic plan, at least one senior member of our team would need to visit Amsterdam in the near future, to work directly with you and your team. This trip would need to be accomplished before the closing of the Temporary Stedelijk on October 9. We believe the plan will need to be completed and approved by the end of December 2011, in order to allow your communications team to reach out to the full range of media (including long-lead publications) for the June 2012 grand re-opening.

To work with you as a strategic advisor on campaign implementation, we would want to establish a regularly scheduled weekly telephone conference, involving your team and any other agencies or advisors you may retain. We would of course be available for consultation at any time, by telephone or e-mail; but the weekly conference call would be indispensable for ensuring that the campaign remains on track.

As stated in our proposal of February 2011, our dedicated team for the Stedelijk would include (though not necessarily be limited to) Executive Vice Presidents Jennifer Essen and Stuart Klawans and Vice President / Strategy Natasha Le Bel, under my direct supervision as President.

[Note: information in this paragraph has since been amended.] For the services outlined above, RF A&CC would be paid a professional fee of \$12,500 per month on a retainer basis for October through December 2011, when we would develop the communications plan. For January through November 2012, when we would advise on campaign implementation, we would be paid a professional fee of \$8,000 per month on a retainer basis.

Out-of-pocket expenses for items such as telephone, photocopies, fax, messenger, express mail, production of materials, local transportation and media lunches on behalf of the Stedelijk are not included in the professional fee and would be billed separately. Travel of more than five hours' duration by RF A&CC staff would be booked in business class. We would, of course, obtain your advance approval before incurring any major expense.

Thank you again for inviting this proposal. We hope to organize the beginning phone conference in the very near future, so we can begin working with you on this extraordinary endeavor.

Kind regards,



Philippa Polskin

President

212.593.6488

polskinp@ruderfinn.com